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1 A Yes.

2 Q So if I refer to Perdue 1611, that'll be
3 what I'm referring to with the Bates stamp.

4 Do you recognize this document?

5 A Yes.

6 Q What is it?

7 A The title is Poultry House Management
8 Guidelines, but it's a recommendation. It's more or
9 less educational materials for growers who may be
10 new to the business or, you know, a starting point.

11 Q And this document applies to all farmers
12 supplying the Perry, Georgia location?

13 A Yes.

14 Q Did this apply through -- from 2012
15 through 2019?

16 A Yes, the revision date on it is 2010, so
17 it would have still been in place unless you have a
18 new revision, but...

19 Q And if your counsel has not produced a
20 newer version --

21 A No.

22 Q -- then this would be the operative one?

23 A Yes.

24 Q Do you know if it still is today?

25 A Yes.

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1 Q This was provided to plaintiff?

2 A Yes.

3 Q Do you know when it was provided to
4 plaintiff?

5 A When he started his first flock.

6 Q And it's your testimony that these are not
7 guidelines, they're recommendations?

8 A Yes.

9 Q It does not say "recommendations" on this
10 sheet, right?

11 A That's right.

12 Q And it says: After a flock moves -- under
13 number 3 -- that growers are expected to remove all
14 caked litter form [sic] house and level remaining
15 litter.

16 Do you see that?

17 A Yes.

18 Q So that's a directive to remove the caked
19 litter?

20 MS. SANTEN: Object to form.

21 A It's the -- it's not a directive; it's,
22 again, a recommendation. There's different ways of
23 doing it, and that's up to the grower how they want
24 to prepare their litter. They could wind row it;
25 they could cake out. That's -- that's up to them.

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1 Q Is that required?

2 A At some point you have to change your
3 water filters or they -- it restricts water to the
4 growers -- I mean to the birds. A water filter
5 would become so clogged that the birds can't get
6 water, and then, yes, it would be required because
7 it would be an animal welfare issue. We didn't
8 monitor the frequency of those change-outs.

9 Q You do monitor water flow, though, right?

10 A Yes.

11 Q Number 9 says: To check a generator, and
12 in italics and underlined, maintain generator log
13 weekly.

14 Do you see that?

15 A Yes.

16 Q Growers are required to maintain a
17 generator log weekly?

18 A That's part of their audit-ready bonus.

19 Q Got it.

20 So their pay might be impacted if they
21 didn't do this?

22 A Yes.

23 Q Their pay could be reduced if they didn't
24 do this?

25 A Yes.

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1 with the grower's assessment, they will let the
2 grower know, right?

3 A We will make a note that we disagree, and
4 then at the end of the flock if they perform poorly,
5 we would refer to that note.

6 Q And so a grower's pay might be impacted?

7 A No. We're not going to deduct pay because
8 they didn't follow a temperature. It might cause
9 them to perform poorly.

10 Q And, again, if performance is poor over a
11 certain period of time, Perdue might terminate the
12 relationship?

13 MS. SANTEN: Object to form.

14 A We would -- we have a PIP program. We
15 would follow the guidelines of that.

16 (Plaintiff's Exhibit 46 was marked for
17 identification.)

18 BY MR. KLORFEIN:

19 Q I'm marking Plaintiff's Exhibit 46, which
20 begins Bates Perdue 1664.

21 Mr. Copeland, do you recognize this
22 document?

23 A Yes.

24 Q What is it?

25 A It's a health plan signed by a

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1 veterinarian.

2 Q And that's Perdue's veterinarian?

3 A Yes.

4 Q So Perdue is the one who set this health
5 plan?

6 A Yes.

7 Q And it applied to all growers, including
8 plaintiff, that fed into Perry, Georgia?

9 A Yes.

10 Q Does Perdue generally maintain a
11 veterinarian to provide health plans?

12 A Yes.

13 Q How long has that been in place that
14 Perdue has had such a veterinarian to do so?

15 A We've always had a veterinarian.

16 Q And has Perdue always provided health
17 plans from that veterinarian to growers?18 A Pretty sure this is a requirement of our
19 PVP that they -- that you have a written health plan
20 signed by a veterinarian, so that's what this
21 document is for.22 Q And this is in order to provide it to all
23 growers to have a health plan?

24 A We -- we provide it to the growers, yes.

25 Q And they're required to maintain it in

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1 doctor.

2 Q Before --

3 A We would give the vaccines at the
4 hatchery, so that would not really apply to a
5 grower. That's more for the hatchery.6 Q Well, before we move past that one, this
7 is as prescribed by Perdue veterinarians, right?

8 A Yes.

9 Q Does Perdue allow its growers to use other
10 veterinarians?

11 A No.

12 Q So growers are required to use Perdue's
13 veterinarians?14 MS. SANTEN: Objection, asked and
15 answered.

16 BY MR. KLORFEIN:

17 Q You can answer.

18 A Yes.

19 Q And they're also required to implement the
20 vaccination and medication programs that are
21 prescribed by those veterinarians?22 A I believe that's referring to hatchery
23 vaccines. We don't vaccinate in the field, so that
24 would be done before they got to the farm.

25 Q What about medication programs?

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1 A They cannot run any medications that are
2 not approved.

3 Q And that's not limited to the hatcheries,
4 right?

5 A Right.

6 Q So this applies to growers too?

7 A We have claims on our products that say
8 that you don't run antibiotics.

9 Q Got you.

10 In order to be able to maintain that
11 claim, you need to require growers to follow this
12 program?

13 A As far as medications.

14 Q So that's a yes?

15 A There's -- yes. There's not -- there's
16 other products that they can run in the water to
17 treat the water that are not medications.

18 Q If you look to the fourth bullet, that
19 begins: Flock performance must be monitored.

20 You see that?

21 A Uh-huh.

22 Q A couple lines down says: Twice daily
23 checks will be done to ensure that equipment is
24 operating properly.

25 Do you see that?

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1 A He was our head veterinarian.

2 Q And he sends an e-mail in May 2017 saying:
3 We fully implemented system-wide six-hour minimum
4 lights off resting periods.

5 Do you see that?

6 A Yes.

7 Q Do you know what he's referring to there?

8 A He's referring to our lighting program.

9 Q And what is Perdue's lighting program?

10 A It varies.

11 Q Was this a change in the lighting program?

12 A It looks like it was.

13 Q Was this the first time a lighting program
14 was implemented?15 A At the time we had multiple lighting
16 programs.

17 Q Okay. Is this one of them?

18 A It looks like it was a new change.

19 Q Do you know whether or not there is a
20 lighting program that predated this?21 A Again, it would have been different
22 amongst complexes depending on growing sizes.

23 Q I understand.

24 But you're the corporate representative
25 for Perry, right?

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1 Q And that would require, though, the grower
2 actually go to the plant itself, right?

3 A Yes.

4 Q To leave their farm?

5 A Uh-huh.

6 Q Is that a yes?

7 A Yes.

8 Q So the only way to verify that this live
9 haul ticket measuring system was abided by is to
10 leave their farm, right?

11 A Yes.

12 Q Are you aware of inaccuracies as to the
13 live haul ticketing process matching up with
14 settlement?

15 A It's happened rarely.

16 Q What does "rarely" mean?

17 A Maybe once a year.

18 Q Once a year per grower, something else?

19 A No.

20 Q Once a year nationwide?

21 A In the -- in the Perry facility. I'm only
22 speaking for Perry.

23 Q And you said that that's happened once per
24 year in Perry?

25 MS. SANTEN: Objection, outside the scope.

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1 A I'm just speculating.

2 BY MR. KLORFEIN:

3 Q Well, you are prepared to talk about the
4 compensation in Perry, right?

5 A Yes.

6 Q And part of that compensation involves
7 live haul tickets, right?

8 A Yes, but I don't have an accurate number
9 as to how often mistakes occur.

10 Q Got it.

11 You have not conducted an audit to see how
12 often those mistakes had occurred?

13 A The plant does those audits.

14 Q You have not reviewed those audits?

15 A No.

16 Q Not for today?

17 A No.

18 Q You have access to those audits?

19 A Yes.

20 Q Have you ever reviewed the audits?

21 A Yes.

22 Q When was the last time you reviewed those
23 audits?

24 A If a grower said that the trailers don't
25 match up, we'd review them.

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1 Q Got it.

2 So it's dependent on the grower
3 identifying a problem?

4 A Yes.

5 Q And are you aware of an inaccuracy for
6 live haul tickets as it relates to plaintiff?

7 A There was one time where a tare weight was
8 off.

9 Q When was that?

10 A I don't know the exact date.

11 Q Do you remember what year it was?

12 A 2018.

13 Q And that was plaintiff bringing that to
14 your attention?

15 A Yes.

16 Q Any other instances that he raised this?

17 A No.

18 MS. SANTEN: Objection, vague.

19 BY MR. KLORFEIN:

20 Q So the only time Perdue is aware of of
21 plaintiff raising this was in 2018?

22 A I believe so.

23 Q Are you aware of any amounts that were
24 withheld or deducted from plaintiff's pay as part of
25 the settlement process?

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1 Q Who's responsible for filling it out?
2 A The person at the scale house.
3 Q Do you know who that is for Perry?
4 A I don't know who it is currently. People
5 change there.

6 Q Sure. Do you know who that was at Perry
7 for 2012 through 2019?

8 A Maybe Kadishe. Kadishe March.

9 Q Anybody else?

10 A Don't know.

11 Q You can set that aside.

12 I've handed you what's been previously
13 marked as Plaintiff's Exhibit 17, Bates Perdue 7333.

14 (Plaintiff's Exhibit 17 was marked for
15 identification.)

16 BY MR. KLORFEIN:

17 Q Do you recognize this e-mail?

18 A Yes.

19 Q Was this the six flock average paid due to
20 the tare weight error that you were referencing
21 earlier?

22 A I think so.

23 Q So what is your memory of what happened
24 after you were contacted by USDA?

25 A I had the plant look into the weights; I

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1 looked at the weights; we looked at the feed
2 tickets; we cross-referenced feed tickets that were
3 on his farm and weight tickets that were on his
4 farm. We didn't find anything wrong, and that's why
5 we didn't do anything the first time that it refers
6 to.

7 Then after he called, looked into the --
8 we looked at the tare weights, and there was a tare
9 weight that was a little bit off, not enough to
10 throw up an alarm, but since P&S had called us, we
11 decided to pay him his six flock.

12 Q Okay. So the first time there was the
13 discrepancy brought to your attention, that was Dale
14 doing so?

15 A I don't remember.

16 Q Got you.

17 But you referenced there were two
18 independent times --

19 A Yes.

20 Q -- right? And so the second time P&S had
21 called, right?

22 A Yes.

23 Q And P&S, just so we're clear, is --

24 A Oh. I didn't mean to interrupt you. Go
25 ahead.

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1 Q Sure. Could you define P&S for me?

2 A Packers and Stockyards.

3 Q That's USDA?

4 A Yes.

5 Q And so the first time it was brought to
6 Perdue's attention before the USDA was involved,
7 Perdue did not adjust the calculation.

8 A Yes.

9 Q And then after the USDA was called and
10 reached out to you, Perdue made an adjustment to
11 that.

12 A I don't know if it was Dale making a
13 complaint or if it was -- sometimes when a farm does
14 really bad we will figure their six flock, and then
15 we'll investigate it. Just for the -- just to speed
16 things up we might tell them to look at -- to figure
17 the six flock in case we need to pay it, and then
18 we'll make the determination whether we pay it or
19 not.

20 Q But Perdue did, in fact, make a
21 determination to pay the six flock average the
22 second time.

23 A Yes.

24 Q And that was after USDA contacted you.

25 A Yes.

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1 Q Just so I understand, why would Perdue pay
2 a six flock average instead of trying to
3 understand -- fixing the one tare weight ticket
4 issue?

5 MS. SANTEN: Objection, outside the scope.

6 A Not sure what you're asking.

7 BY MR. KLORFEIN:

8 Q Sure. If there's a tare weight ticket
9 issue, there's an error, could Perdue address that
10 error?

11 MS. SANTEN: Same objection, outside the
12 scope, vague.

13 A There's no way to definitively prove what
14 the tare weight should have been if there's an
15 error, so you pay them their six flock.

16 BY MR. KLORFEIN:

17 Q Got you.

18 So --

19 A I can't make stuff up, or then I would be
20 in trouble with P&S.

21 Q Understood.

22 Does Perdue maintain all tare weight
23 tickets just as part of its recordkeeping process?

24 A Yes.

25 Q For how long?

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1 A I don't know the retention policy on tare
2 weight tickets.

3 Q Is it more than a couple months?

4 A Yes.

5 Q So by this point in time y'all still had
6 the tare weight tickets, right?

7 A Yes.

8 Q So could you have gone back and looked at
9 the tare weight tickets to understand what the error
10 was and how to address that?

11 A It's not transcribing a number. It could
12 have been that the truck was not pulled onto the
13 scales. There's no way to go back in time and tell
14 whether the truck was on the scales or not.

15 Q Got you.

16 Aside from truck not being on the scales,
17 are there other ways for an error to be introduced
18 in the tare weight ticketing system?

19 A It looked like to me in this situation the
20 driver might not have filled up with fuel before he
21 got back on the scales.

22 Q And what led you to that conclusion?

23 A Because it was a minor discrepancy on tare
24 weights.

25 Q And how do you define "minor"?

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1 A Less than a thousand pounds.

2 Q Got you.

3 So if it's less than a thousand pounds,
4 that might be a minor issue?

5 A There's not a hard-and-fast rule.

6 Q That's your rule?

7 A The only reason we paid Dale six flock is
8 because P&S called.

9 Q And when P&S calls, y'all act?

10 A Yes.

11 MS. SANTEN: Jarred, has this been marked,
12 is it 54?

13 MR. KLORFEIN: It's previously marked 17.

14 MS. SANTEN: It's not on our copy.

15 MR. KLORFEIN: For whatever reason the
16 printed copies did not address that. I will make
17 sure to identify each one as we hand them over.

18 MS. SANTEN: Okay. So 19 from what?

19 MR. KLORFEIN: Prior depositions. We've
20 numbered them consecutively, so if it's a prior
21 exhibit --

22 MS. SANTEN: Because we're at, like, 54,
23 53. So what would this be 19 to?

24 MR. KLORFEIN: We picked up immediately
25 after the previous one, so depending on the cutoff,

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1 tare weights that the USDA called about rather than
2 the first one.

3 Q Does this refresh your recollection as to
4 whether or not it was a vehicle not fully on the
5 scale or some other issue?

6 A No, I don't have any way of knowing that.

7 Q No recollection about what the cause of
8 that error was?

9 A There's no way to know that.

10 Q You couldn't look back at the tare
11 weights?

12 MS. SANTEN: Objection, asked and
13 answered.

14 A There's no way to know. I mean, you
15 could -- you might see that a tare weight looked
16 off, but there's no way to know what happened. It
17 could be right.

18 BY MR. KLOREIN:

19 Q You already testified that Perdue
20 maintains the tare weight tickets for a certain
21 period of time, right?

22 A Yes.

23 Q Why does it do that?

24 A In case you need to refer back to it for
25 settlements.

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1 Q And did you refer back to the tare weights
2 in this instance?

3 A Yes.

4 Q And you were unable to determine what the
5 problem was?

6 MS. SANTEN: Objection, asked and
7 answered.

8 A You can only see that there was a problem.
9 You cannot tell what the problem was.

10 BY MR. KLORFEIN:

11 Q And you saw there was a problem here?

12 A Yes.

13 Q But you don't know what procedural error
14 you're referring to?

15 A No.

16 Q Then you ask for the calculation as soon
17 as possible, today if possible.

18 A Yes.

19 Q This is November 30th?

20 A Yes.

21 Q So several weeks went by after you made
22 the decision to pay him the flock -- six flock
23 average?

24 MS. SANTEN: Objection, misstates the
25 exhibits.

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1 A Sure. Yes.

2 BY MR. KLOREIN:

3 Q Now, these issues that arose with USDA,
4 this was all occurring in 2017, right?

5 A There was only one issue.

6 Q Right, but Mr. Parker had identified an
7 error earlier than when the USDA had brought it to
8 your attention, right?

9 A Yes.

10 Q That all occurred in 2017?

11 A Yes.

12 Q Do you recall in 2017 any other instance
13 where Mr. Parker brought to Perdue's attention
14 additional errors with the tare weight tickets?

15 A Dale thought -- he was always looking for
16 a reason to say that something was wrong, and we
17 could -- in general we could never find anything
18 wrong. There was no issues with the tare weight
19 tickets. He was making excuses for his poor
20 performance.

21 Q Well, we can agree that at least one of
22 the times that he brought it to your attention --

23 A Yes.

24 Q -- he was right.

25 A Yes.

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1 Q Do you recall any other time in 2017 that
2 he brought a tare weight ticket to Perdue's
3 attention?

4 MS. SANTEN: Objection, outside the scope.

5 A There was two times --

6 BY MR. KLORFEIN:

7 Q In 2017 that we already discussed?

8 A -- that we already covered.

9 Q No other times besides those?

10 A He probably complained before then, but he
11 was incorrect. If we found something, we were
12 obviously willing to correct it.

13 Q Well, this was after the USDA had reached
14 out to you, right?

15 A We didn't find it until they reached out
16 to us.

17 (Plaintiff's Exhibit 24 was marked for
18 identification.)

19 BY MR. KLORFEIN:

20 Q Handing you what has been previously
21 marked as Plaintiff's Exhibit 24, Bates Perdue 8011.

22 Do you recognize this as a text exchange
23 between Dale Parker and Kathryn Mizell?

24 A Yes.

25 Q And on the second page, Bates 8012,

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1 towards the top of the page there's a text from Dale
2 Parker beginning: I texted you also.

3 You see that?

4 A Yes.

5 Q He says: I texted you also when we caught
6 about a two trailers that had no ticket matching.

7 See that?

8 A Yes.

9 Q This is September of 2018 that he's
10 texting it?

11 MS. SANTEN: Just objection generally it's
12 outside the scope of topics.

13 A Yes.

14 BY MR. KLORFEIN:

15 Q He's referencing a tare ticket matching
16 issue?

17 A Yes.

18 Q Did Kathryn Mizell bring this issue to
19 your attention?

20 MS. SANTEN: Same objection, outside the
21 scope of topics for the corporate deposition.

22 You can respond in your individual
23 capacity.

24 A Yes.

25 BY MR. KLORFEIN:

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1 Q When did she bring it to your attention?

2 A I do not know.

3 Q Do you recall how she brought it to your
4 attention?

5 MS. SANTEN: Same objection just to this
6 line of inquiry generally.

7 A No.

8 BY MR. KLORFEIN:

9 Q Do you recall what you did in response to
10 that?

11 A No.

12 Q Do you remember any other details about an
13 issue that Mr. Parker raised regarding tare weight
14 tickets in September 2018?

15 MS. SANTEN: Same objection, outside the
16 scope of topics.

17 A As I said before, he was always trying to
18 scheme and trying to figure out a way to make
19 excuses for his poor performance. This is obviously
20 his word against ours. Does he have -- he says he's
21 got a video. Do you have it?

22 BY MR. KLORFEIN:

23 Q Do you recall any details about this
24 incident?

25 A Yes.

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1 Q What are the details you remember?

2 A I remember Dale was always complaining to
3 make excuses for his poor performance, and we could
4 never find any errors.

5 Q Well, you found at least one error, right?

6 A We found two, and we corrected them.

7 Q Well, we talked about two errors in 2017.

8 A Yes.

9 Q You corrected the second one.

10 A We corrected both of them. He was paid
11 six flock average for flock 46 and 48.

12 Q And that was after the USDA brought it to
13 your attention?

14 A One was after Dale brought it to our
15 attention; the other was after USDA.

16 Q Well, you corrected that first issue after
17 USDA brought it to your attention.

18 MS. SANTEN: Objection, asked and
19 answered.

20 A Corrected the first one after Dale brought
21 it to our attention.

22 BY MR. KLORFEIN:

23 Q Both of those occurred after USDA had
24 reached out.

25 MS. SANTEN: Objection, misstates

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1 testimony.

2 A We only corrected one that the USDA asked
3 about. The other was at Dale's request.

4 BY MR. KLORFEIN:

5 Q You did not --

6 A We did not find an error in the one from
7 USDA when Dale mentioned it; we found it later.8 Q But you did, in fact, find a procedural
9 error, right?

10 A A tare weight was off.

11 Q You found a procedural error, yes?

12 A Yes.

13 Q But you don't recall any further details
14 about investigating this issue in September 2018?15 MS. SANTEN: Same objection, outside the
16 scope of topics.17 A We investigate every flock that someone
18 complains about.

19 BY MR. KLORFEIN:

20 Q You just don't remember the details of
21 this investigation?22 A I mean, I knew about the text message of
23 Dale saying the numbers did not match, but, again,
24 he had no proof. If he had a video, he didn't show
25 us.

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1 Q You don't recall any details about that
2 conversation?

3 A Not until I got the letter.

4 Q Now, in that list of -- did you say it was
5 upgrades or improvements, I'm sorry?

6 A Repairs.

7 Q Repairs.

8 In that list of repairs, did you indicate
9 that Perdue would withhold flocks if those repairs
10 were not made?

11 A If it was an animal welfare issue that
12 the -- and the repairs had to be done prior to
13 chickens coming in or it would be -- cause the death
14 of chickens and problems with the flock.

15 Q So is that a yes, Perdue indicated it
16 would not place chickens until those repairs were
17 made?

18 A Yes.

19 (Plaintiff's Exhibit 30 was marked for
20 identification.)

21 BY MR. KLORFEIN:

22 Q Handing you what has been previously
23 marked as Plaintiff's Exhibit 30, Perdue 8030. This
24 is an October 2018 text message between Mr. Parker
25 and Ms. Mizell, correct?

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1 A I didn't know about this text message.

2 Q So that's a no, you did not investigate
3 that issue?

4 A No.

5 (Plaintiff's Exhibit 54 was marked for
6 identification.)

7 BY MR. KLORFEIN:

8 Q I'm marking Plaintiff's Exhibit 54, Bates
9 7767.

10 Do you recognize this e-mail chain?

11 A Yes.

12 Q Do you see the e-mail from Roger Parker on
13 May 9th to Kathryn Mizell?

14 A Yes.

15 Q He references an issue with the fans in
16 that e-mail?

17 A Yes.

18 Q At the end he says: Please help me?

19 A Yes.

20 Q And Ms. Mizell forwards that e-mail to
21 you, correct?

22 A Yes.

23 Q This is in May 2019. Do you see that?

24 A Yes.

25 Q Did you conduct any investigation to

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1 certain growers, before this case was limited to
2 Mr. Parker's individual allegations only, whether
3 they would be willing to speak with us?

4 A Yes, that was in the interrogatories.

5 Q Okay. Let me ask a question about kind of
6 2018-2019 time period. Opposing counsel had asked
7 you what date the list of repairs was sent to
8 Parker, and you said October of 2019. Was that
9 actually October of 2018?

10 A Yes.

11 Q Okay. Can you talk me through what
12 happened from those list of repairs from October
13 2018 through the time of August 2019 when was the
14 last time we decided to withhold flocks pending
15 repairs, can you talk me through that timeline?

16 A Yes. We sent Dale the equipment list, and
17 I went out and talked to him, and then he did some
18 repairs, and visually it looked like that everything
19 would be fine, so -- and he wanted to place
20 additional flocks so that he could sell the farm.

21 So we placed additional flocks. I believe
22 he got two additional flocks, and they were pretty
23 bad. Again, animal welfare issues, fans not
24 working, stuff that you couldn't see until you put
25 it under load.